

**UNITED STATES BANKRUPTCY COURT**  
**EASTERN DISTRICT OF CALIFORNIA**

) Chapter 7  
) Case No. 10-44610  
) DCN: JLM-1  
)  
) Adv. Pro. No. 11-02024-E

DECLARATION OF PLAINTIFF  
JAMES L. MACKLIN

)

) Date: February 26, 2015  
) Time: 1:30 p.m.  
) Court: 33  
) Judge: Hon. Ronald Sargis  
)

I, James Macklin, am over the age of eighteen (18) years and am competent to testify as to the matters herein. I declare under penalty of perjury, under the laws of the United States, the following are true and correct.

1. On February 12<sup>th</sup>, 2009, the original lender of my home (10040 Wise Rd., Auburn, California, 95603) (Lender: Accredited Home Lenders, Inc.) legal representative, Ronald Roup, received a notice of rescission from me in writing expressing my intent to rescind my loan under TILA.
2. I did not intend to ask for a “free house” or free *real* property at any time, ever.
3. On March 3<sup>rd</sup>, 2009, a period of 21 days had elapsed from the time that the Lender’s counsel had received my rescission notice. At no time during this period did the Lender or Lender’s representative/agent respond or file an action defending against the notice of rescission.
4. On March 31<sup>st</sup>, 2009, Lender’s counsel Ronald Roup wrote me a letter expressing that he did not believe that my rescission was effective by citing to several cases in California that he believed were controlling over my rescission. He also indicated that my rescission was not lawful or recognized by him as legal representative of the original Lender, Accredited Home Lenders, Inc.
5. DBNTC took legal title to my real property through a court Order in 2013 by way of abrogating my rights under TILA and pursuant to existing law thereunder.
6. Since the time that DBNTC has had unlawful legal title and possession of my real property, they have not maintained the grounds, have not maintained the structures on the property, have allowed waste to be committed against the property and have generally ignored the well-being of the 3.4 acre estate of my property.
7. I have suffered financial damages consisting of loss of equity in real property and various legal expenses, over \$200,000.00 in improvements that were made to the property, maintenance costs, monthly payments that were never returned that amount to over \$130,000.00, loss of sleep, unnecessary moving expenses, storage expenses, physical trauma consisting of panic attacks, incessant worry, loss of sleep, loss of right to quiet peaceful enjoyment of property and humiliation. My son, who is a disabled Navy veteran, lost his home. I was forced to scramble at last minute pace to remove items from my home. Many work related tools were removed by Defendant’s agents and never

1 recovered, causing my construction business to degrade to the point of abandoning my  
2 thriving construction business. Put bluntly, I was totally devastated personally,  
3 emotionally and financially. I suffered a relationship break-up due to the stress that was  
4 placed on me by the Defendant. My time was reduced to spending up to 16 hours a day  
5 defending my rights for 6 years after the wrongful acts of Defendant.

- 6 8. On February 5<sup>th</sup>, at 2:50 p.m., I was contacted by telephone by the Consumer Finance  
7 Protection Bureau's Ombudsman's Office. I was referred to the Amicus division of the  
8 Bureau. The Ombudsman asked me to send relevant documents to the Amicus Division  
9 through the web portal found at [www.consumerfinance.gov/amicus](http://www.consumerfinance.gov/amicus). I did send relevant  
10 documents as directed. The Bureau is currently reviewing the case for possible  
11 intervention in the form of amicus briefing. In a follow-up email I received from the  
12 Amicus office, the Bureau indicated that amicus briefs are generally directed upon  
13 appeal.

14  
15 Dated: February 18, 2015

16  
17 By: /s/ James Macklin  
18 James Macklin  
19 Plaintiff/Debtor  
20  
21  
22  
23  
24  
25  
26  
27  
28